

# Team Sport Participant Waiver



*Each individual listed on a team's roster must sign a Participant Waiver.*

## Participant Waiver (must sign at end of waiver):

In consideration of my participation in the 2025 National Senior Games ("The Games") - hosted by National Senior Games Association, Inc. ("NSGA"), I agree to assume the risks incidental to such participation (which include, but are not limited to, property damage, bodily injury and death) and on my own behalf and on behalf of my heirs, executors and administrators **RELEASE AND FOREVER DISCHARGE** the "released parties" of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in The Games and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements. I further hereby **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the released parties and each of them, from any loss, liability, damage or costs, including court costs and attorneys' fees, they may incur due to my participation in the Games.

Participant understands and agrees that activities associated with The Games may be dangerous and that the NSGA cannot guarantee the safety of the Participant, including any health risks of COVID-19. Any activities Participant may take part in, whether as a component of The Games or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved.

The "released parties" are the NSGA, and related and affiliated companies, and the trustees, officers, directors, employees, faculty, students, agents, representatives, volunteers, sponsors, and venues, and the successors and assigns of each of the foregoing entities. I understand that this release, indemnity and hold harmless agreement includes any claims based on negligence, action, inaction or fault of any of the released parties and covers bodily injury (including death) and property damage related to my participation in The Games, whether suffered by me before, during or after such participation. This release agreement shall be construed to be as comprehensive as is allowed by law, as severable, the invalidity of any portion of which shall not affect any other portion; and shall not establish a legal or other relationship between or among the persons released by this agreement.

I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH;** that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Games, including any health risks of COVID-19. I further **WAIVE** any right I might otherwise have, and

**COVENANT NOT TO SUE** the released parties in connection with any such liability, claim, demand, action or causes of action due to my participation in the Games.

### **DECLARATION OF FITNESS AND AUTHORIZATION FOR MEDICAL TREATMENT:**

I declare that I am physically fit and have the skill level required to participate in The Games and in my particular event(s). I further authorize the NSGA and their agents to provide me with medical treatment (including transportation to receive medical treatment) at my cost if the need arises. I represent that I understand the health risks of COVID-19 and I assume all risks associated with contracting COVID-19 while participating in the Games.

### **GRANT OF RIGHTS:**

I further grant the NSGA and, their sponsors and marketing partners, as well as the media and others to whom the NSGA grant such rights, the right to photograph, videotape and/or otherwise record me and my performance and further to use my name, face, likeness, voice, appearance, and personal data for any purpose including, but not limited to, exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation. Said parties are, however, under no obligation to exercise the rights set forth in this paragraph.

### **BIOMETRIC INFORMATION WAIVER & CONSENT**

I understand that during the course of the event, photographs and/or videos may be taken which capture my image, likeness, or other biometric identifiers.

1. **ACKNOWLEDGEMENT & UNDERSTANDING OF BIPA:** I acknowledge that I have been informed about the provisions of the Illinois Biometric Information Privacy Act ("BIPA") which regulates the collection, use, and storage of biometric identifiers including facial geometry.

2. **CONSENT FOR COLLECTION & USE:** I hereby give my explicit consent to the NSGA, its agents, representatives, and partners to capture, collect, store, and use my biometric data, including using facial recognition technologies, for the purpose of identifying my image in photographs or videos taken during the event.

3. **WAIVER OF RIGHTS:** By signing this waiver, I voluntarily waive and relinquish any and all actions, claims, rights, or causes of action against the NSGA and its affiliates regarding the capture, storage, use, and/or destruction of my biometric data as described in this consent, provided that such actions are in compliance with BIPA's regulations on data storage, retention, and destruction.

4. **RELEASE FROM LIABILITY:** I hereby release and hold harmless the NSGA, its officers, agents, employees, and partners from any claim, demand, loss, liability, or damage, including attorneys' fees, arising out of or in any way related to the capture, use, storage, or destruction of my biometric data in accordance with this consent.

I understand that I have the right to revoke this

consent in writing at any time, subject to any legal obligations or constraints on the NSGA.

### **CANCELLATION OF GAMES:**

Participant understands that the NSGA reserve the right to cancel or modify The Games for any reason.

### **CHOICE OF LAW AND CHOICE OF FORUM:**

This agreement shall be governed by the internal laws of the State of Iowa without regard to conflicts of laws principles, and any legal action relating to or arising out of this Agreement shall be commenced and maintained in the state or federal courts located in Polk County, Iowa. The parties hereto consent to the exclusive jurisdiction of such courts and to service of process outside of the State of Iowa, and participant waives all defenses of lack of personal jurisdiction, venue and forum non conveniens.

The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

It is my express intent that this release shall bind the members of my family and my spouse, if I am alive, and my heirs, assigns and personal representative(s), if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named released parties.

### **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT:**

(i) I have read the foregoing release, understand it and sign it voluntarily as my own free act and deed; (ii) no oral representation, statements or inducements, apart from the foregoing written agreement, have been made; (iii) I am at least eighteen years of age and fully competent; and (iv) I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Participant's signature is required to complete the registration process and further indicates that the information on this form is accurate. Alteration of the form is not permitted.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Refunds are available with no explanation minus a \$30 administration fee until May 15, 2025. The 2025 processing fee is non-refundable. Entry fees must accompany registration and be paid in full.

PRINTED LEGAL NAME

SIGNATURE

DATE

2025 National Senior Games  
July 24 - August 4, 2025

# Participant Information



(Please print clearly, all fields are required to be added to a roster.)

FIRST NAME \_\_\_\_\_ MIDDLE INITIAL \_\_\_\_\_ LAST NAME \_\_\_\_\_ PREFERRED NAME \_\_\_\_\_

MALE  FEMALE

MAILING ADDRESS \_\_\_\_\_ APT/SUITE \_\_\_\_\_

E-MAIL \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DATE OF BIRTH (MM/DD/YYYY) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_

DAY PHONE \_\_\_\_\_ CELL PHONE *(During Games Contact Phone)* \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_ TELEPHONE \_\_\_\_\_

## Which previous National Senior Games have you attended? (Mark all that apply)

- 1987 - St. Louis
- 1989 - St. Louis
- 1991 - Syracuse
- 1993 - Baton Rouge
- 1995 - San Antonio
- 1997 - Tucson
- 1999 - Orlando
- 2001 - Baton Rouge
- 2003 - Hampton Roads
- 2005 - Pittsburgh
- 2007 - Louisville
- 2009 - Palo Alto
- 2011 - Houston
- 2013 - Cleveland
- 2015 - Minneapolis
- 2017 - Birmingham
- 2019 - Albuquerque
- 2022 - Fort Lauderdale
- 2023 - Pittsburgh
- 2025 - Des Moines is my first National Senior Games!

## Additional Information (Optional)

Are you a Humana Member?  Yes  No

Will you participate in the Celebration of Athletes with your state delegation?  Yes  No

Are you a Veteran?  Yes  No

Military Branch:  Air Force  Marine Corps  
 Army  Navy  
 Coast Guard  Space Force  
 Other

What is your ethnicity?

<input type="checkbox"/> African American	<input type="checkbox"/> Middle Eastern
<input type="checkbox"/> Asian	<input type="checkbox"/> Native American
<input type="checkbox"/> Hispanic	<input type="checkbox"/> White
	<input type="checkbox"/> Other

Would you like to be a volunteer during the Senior Games?  Yes  No

